

EXHIBIT B OPERATING PLAN

1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Lake Clark National Preserve (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, shall prevail.

This plan shall be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) DEFINITIONS

In addition to all defined terms contained in the Draft Contract, its Exhibits and 36 CFR 51, the following definitions apply to this Operating Plan:

Guide. For purposes of this Prospectus, the Service adopts the definition of "guide" from Alaska Statute (AS 08.54.790 (9)(a-g)):

"guide" means to provide, for compensation or with the intent or with an agreement to receive compensation, services, equipment, or facilities to a big game hunter in the field by a person who accompanies or is present with the big game hunter in the field either personally or through an assistant; in this paragraph, "services" includes:

- (A) contracting to guide or outfit big game hunts;
- (B) stalking, pursuing, tracking, killing, or attempting to kill big game;
- (C) packing, preparing, salvaging, or caring for meat, except that which is required to properly and safely load the meat on the mode of transportation being used by a transporter;
- (D) field preparation of trophies, including skinning and caping;
- (E) selling, leasing, or renting goods when the transaction occurs in the field;
- (F) using guiding or outfitting equipment, including spotting scopes and firearms, for the benefit of a hunter; and
- (G) providing camping or hunting equipment or supplies that are already located in the field;

NPS Guide Area. An area designated by the Service and offered to a commercial operator to provide guided big game hunting services for the public.

Base Camp. Base camps are seasonal camps used as a primary base of guide operations in the field for the entire, or most of the hunting season, and used by most or all of the clients during some portion of their hunt.

Spike Camp. Spike camps are smaller, sub-camps used only for a short duration (e.g., portion of a client trip) while hunting outside the range of the base camp. Spike camps are disassembled and moved or removed upon the completion of each client's hunt.

Hunt Record. The State of Alaska Hunt Record document (AS 08.54.760) that must be submitted for contracted hunts within 60 days after the completion of the hunt.

Leave No Trace (LNT). A program sponsored by Leave No Trace Center for Outdoor Ethics.

3) RESPONSIBILITIES

National Park Service - The Superintendent is responsible for the total park operation. The Superintendent has designated the Concession Specialist (or other individual as designated by the Superintendent) as the staff person responsible for day-to-day concession operations and concession contract management. Law enforcement, maintenance, interpretive, and resource management matters are delegated to their respective Program Managers. Each of these Program Managers may designate a specific contact person to handle routine matters.

The Service may review services provided by the Concessioner to ensure public safety and health, identify operating deficiencies, and ensure satisfactory services for the general public within assigned areas of responsibility while allowing for staffing and funding constraints.

Concessioner - The Concessioner must manage and employ a staff with the expertise and certifications to operate all services authorized under the Contract. Concession operations will carry out the policies and directives of the Service as well as those of the Concessioner in the operation of the authorized concession services in Lake Clark National Preserve.

Only the registered guide who contracts with clients in accordance with 12 AAC 75.260 and completes and signs the Hunt Record in accordance with Alaska Professional Regulations 12 AAC 75.210 may provide guided hunts within the Preserve. Assistant guides may be employed by the concessioner when appropriately supervised as required by State of Alaska regulation 12 AAC 75.240.

4) GENERAL CONCESSION OPERATIONS

A) General

- (1) There are no annual client number requirements or restrictions for this Contract.
- (2) The Concessioner must comply with the Superintendent's Compendium as revised annually.
- (3) The Concessioner must operate in accordance with State of Alaska Law (AS 08.54) and Regulations (12 AAC 75) pertaining to hunting guide services.

- (4) The Concessioner must supply a list of employees that will be engaged in providing the services authorized by this contract according to the specifications in *Section 5 Reporting Requirements*.
- (5) The Concessioner must supervise all Assistant Guides as required by 12 AAC 75.240.
- (6) The Concessioner must provide a list of fixed wing aircraft, vessels, and other licensed off highway conveyances, that may be used in the performance of this Contract according to the specifications in *Section 5 Reporting Requirements*.
- (7) The Service and the Concessioner will separately inspect and monitor Concession services with respect to Service Policy, applicable standards, authorized rates, safety, public health, fire safety, impacts on cultural and natural resources, responsiveness to visitor comments, and compliance with the Contract including its Exhibits.
- (8) The Concessioner must inform employees of their responsibility to adhere to park regulations and operating plan requirements applicable to their position.
- (9) Accidents involving personal injury or threatening incidents involving wildlife or conflicts with other park users must be reported to the Superintendent within 24 hours, or as soon as practicable following the incident.
- (10) Accidents and human/wildlife interactions involving a fatality or serious injury, or involving substantial property damage, must be reported to the Superintendent immediately and by the most expeditious means available.
- (11) Instances involving the taking of a bear in defense of life or property and any bear encounter where bear(s) contact camps or gear or approach humans in an aggressive manner, must be reported to the Lake Clark Chief Ranger within 24 hours or as soon as practicable following the incident. The report must include: date of incident, location, number, and if possible, sex/age of bear(s), type of bear action (destroy gear, obtain food, charge people, etc.), the human response (bear spray, move camp, kill bear etc.), people involved, and contact phone numbers/email.
- (12) Any discharge of firearms, bear spray, signal flares or any other device/substances intended to frighten/repel wildlife in response to an encounter with a bear or other wildlife must be reported to the Lake Clark Chief Ranger within 24 hours or as soon as practicable following the incident.
- (13) Instances in which a client becomes separated from a guide or assistant guide and cannot be located should be reported immediately upon determining that a client cannot be located.
- (14) The Concessioner shall comply with the guidelines of the US Public Health Service for Food, Potable Water, Human Waste, Vector-Borne and Zoonotic Diseases, and Illness Reporting in backcountry operations:
http://www.nps.gov/public_health/info/rms/rm83f.pdf.

B) Resource Protection

- (1) The Concessioner will comply with the Leave No Trace program and will train employees and clients in the application of the of the seven LNT principles.
- (2) The Concessioner must take adequate precautions to prevent wildlife (especially bears) from associating humans with food. Pursuant to the Superintendent's Compendium and Title 36 of the Code of Federal Regulations, 2.10(d), the Superintendent of Lake Clark National Park and Preserve has determined that in

order to protect public safety and prevent adverse impacts to wildlife, conditions are placed on storage of food, garbage, harvested fish, and equipment used to cook or store food throughout the park.

- (3) All food and garbage must be contained in bear resistant containers or secured as outlined in the Superintendent's Compendium when it is not being transported, prepared or consumed. See 36 CFR 2.10(d). A list of approved bear resistant containers can be obtained at www.igbconline.org. A bear fence is recommended in conjunction with bear resistant containers.
- (4) The grounds around camps shall be kept clean and free of garbage and human waste.
- (5) All garbage must be removed from the Area at the conclusion of each trip.
- (6) Only dead or down wood may be collected for use as fuel for campfires.
- (7) Fires may be built only on gravel bars or mineral soil or by using a fire pan. Fires may not be left unattended and must be completely extinguished upon termination of use.

C) Environmental Management

- (1) All fuel caches must have prior written permission from the Superintendent. A written request to the Chief Ranger must include the exact location of the proposed fuel cache including a map and GPS coordinates (if available), dates of use, and the reason for the cache. If approved, fuel caches must be removed on or before the date designated by the Superintendent.
- (2) The Concessioner will properly clean, mitigate, and remediate all unauthorized discharges of hazardous materials or non-hazardous chemical and biological products released from any source. Response shall be consistent with guidelines established within applicable federal, state, and local regulations. When a spill, leak, or other release occurs, the Concessioner shall notify the Superintendent as soon as practicable without impeding cleanup.

D) Field Operations

- (1) Salvage and transport of game meat and trophy items must occur promptly and in accordance with State of Alaska regulations.
- (2) The Concessioner is responsible to ensure that all game meat is properly utilized. Any game meat that is not shipped to clients must be distributed to qualified recipients to prevent wanton waste in accordance with State of Alaska regulations.
- (3) Equipment must not be left unattended for longer than 48 hours without specific written permission from the Superintendent.
- (4) All motorized equipment used by the Concessioner requiring licensing will be properly licensed and maintained in a safe operating condition. Federal and state requirements must be observed.
- (5) Motorized boat use may occur during the scheduled hunt under the following provisions:

- a. The business name of the Concessioner must be legibly written on the outside of boats registered to the Concessioner.
- b. Boats will not be left unattended for more than 48 hours.
- (6) Camps may not be in place longer than 14 consecutive nights. After a camp has remained in one location for 14 consecutive calendar days in a given season (whether it is an entire calendar day or only a portion thereof), the same Concessioner may not reestablish a camp in the same location for at least five days. Location is defined as all points within a 2 mile radius of the first night's campsite. Camps must be documented on Post Hunting Season Report.
- (7) Overnight hunting party group size will be limited to 8 persons, including guides and employees.

E) Risk Management Program

The Concessioner must develop and maintain a Risk Management Plan, to be submitted to the Superintendent within 90 days of the effective date of the Contract. Updates and revisions are to be provided annually according to the specifications in *Section 5 Reporting Requirements*.

F) Rates

Per section 2(d) of the Draft Contract, all rates and charges to the public by the Concessioner for visitor services must be reasonable and appropriate and must be approved by the Director. The Concessioner must submit rate information according to the specifications in Section 5 Reporting Requirements.

Without prior written approval from the Superintendent, the concessioner will not engage in practices wherein consenting parties trade hunting guide services under this contract for other goods/services in lieu of monetary compensation, or wherein the concessioner provides the hunting guide services as a gift. Any such approved services traded in-kind or gifted remain subject to franchise fee payment on the equivalent monetary value of the hunting guide services traded or gifted. The equivalent monetary value of the hunting guide services traded or gifted must be added to the concessioner's gross receipts and included on the concessioner's Annual Financial Report.

The National Park Service has determined that a competitive market currently exists for hunting guide services in Alaska, with a range of prices and types of hunts available as well as comparable services being provided in the general area on other public lands. For this reason the Concessioner is not currently required to obtain individual approvals for rates. The Concessioner is still required to submit rate information to the Superintendent annually. The NPS reserves the right to approve rates charged by the Concessioner.

G) Interpretive Services

The Concessioner must enhance the visitor's experience by communicating pertinent and meaningful information about the Area as a unit of the National Park System, and about the rules and regulations pertaining to hunting in Lake Clark National Preserve. The Concessioner must provide clients with NPS websites and brochures as available and appropriate.

H) Quality of Service

- (1) All services are to be provided in a reliable and safe manner. The Concessioner shall be responsible for monitoring their operations to assure that quality standards are met.
- (2) The Service shall evaluate Concessioner services for Operational Performance and Contract Compliance annually.
- (3) The Concessioner must monitor its concession services with respect to Service policy, applicable standards, authorized rates, safety, public health, and impacts on cultural and natural resources.

I) Client Complaints

- (1) When a client contacts the Service directly with a complaint regarding concession operations, the Service will forward the complaint within ten (10 days) of receipt to the Concessioner for investigation and response. The Concessioner must respond to the client within ten days after receiving the complaint and must also provide a copy of the response to the Superintendent.
- (2) When a client contacts the Concessioner directly with a complaint regarding concession operations, the Concessioner must provide a copy to the Service within ten days (10 days) of receipt. Subsequently, a copy of the Concessioner's response to the client will be provided to the Superintendent within an additional two (2) weeks.

J) Client Refunds

Complaints regarding refunds or failure to render contracted services: If the Concessioner is unable to negotiate acceptable terms for a replacement hunt, all refunds should be completed within 90 days. In all complaints, the Concessioner will provide remuneration in a complete and timely manner of debts or refunds owed to clients (12 AAC 75.340(c)(7)). Timeframes to resolve complaints are subject to approval by the Superintendent.

K) Use of National Park Service Authorized Mark

- (1) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
- (2) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
- (3) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.

- (4) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
- (5) Artwork, Layout and Use. The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.
- (6) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.

5) REPORTING REQUIREMENTS

In addition to the reports required by the Contract, the Concessioner will provide the Superintendent the following annually:

Document(s)	Due Date(s)
Risk Management Plan (includes aviation operations)	Within 90 days of contract start (updates required annually May 1 st)
Insurance Certificates (including aircraft)	30 days prior to startup of operations
List of licensed vehicles (aircraft, vessels, etc.) with identifying information	30 days prior to startup of operations
Client list	30 days prior to startup of operations
Copies of client hunt contracts	30 days prior to startup of operations
Employee / Guide list	30 days prior to startup of operations
Copies of guide licenses for all guides	30 days prior to startup of operations
Hunt schedule (including dates and hunted species)	30 days prior to startup of operations
Proposed location of base camps and spike camps	30 days prior to startup of operations
Schedule of rates	December 31 st
Business brochures or advertising	December 31 st
Post Hunting Season Report (Attachment A)	December 31 st
Copies of State of Alaska Hunt Record	December 31 st
Franchise Fee Payment	December 31 st
Annual Financial Report	December 31 st

Approved Effective (Insert Date)

Attachment A: Post Hunting Season Report

Attachment B: Superintendents Compendium

ATTACHMENT A POST HUNTING SEASON REPORT

Concessioner Name: _____

SECTION I. Harvest Summary

	Caribou Bull / Cow	Moose Bull / Cow	Black Bear Male / Female	Brown/Grizzly Bear Male / Female	Wolf Male / Female	Dall's Sheep Rams
Number of animals harvested						
Number of clients guided						
Number of successful clients						

SECTION II. Client Summary

During _____ (*insert season/year*), I provided hunting guide services for _____ (*insert total number*) of clients in Lake Clark National Preserve. Of this total number, _____ (*insert number*) were Alaska Residents; and the total of non-hunting guests accompanying my clients was: _____ (*insert number*).

SECTION III. Location Information

(Provide GPS locations of camps ONLY if different than pre-season information).

Camp Type	Location (GPS coordinates)

SECTION IV. Acknowledgement

I acknowledge that the information provided in this report is true and correct to the best of my knowledge.

Concessioner (print name)

Concessioner (signature)

Date Prepared